

SMALL CLAIMS

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

Division of St. Thomas and St. John

K & S Caribbean LLC,)
Plaintiff)
v.)
LSJ LLC and Jeffrey Epstein,)
Defendants)

Case No. 0000353
Action for Debt

AMENDED COMPLAINT

K & S Caribbean LLC entered into two separate contracts with LSJ, LLC to perform work at Little St. James Island, owned by Jeffrey Epstein, on May 25, 2011, for work to be performed on both the "Main House" and the "Relax Room." (Attached as Exhibits "A" and "B")

This claim stems from the non-payment for work requested by LSJ, LLC; on behalf of Jeffrey Epstein, on both the Original Contracts and Change Orders which were made to both original contracts for additional work has been completed and for which Mr. Epstein has use of.

Up until Thanksgiving weekend at the end of November, K & S continued to work in good faith. On December 9, 2011, K & S resubmitted several invoices totaling \$6,855.47 along with a Written Notice of Inability to Complete Work Due to Non-Payment of Work Performed and Disagreement with Monies Withheld for Work Performed by Others At Owners Discretion and demanded payment. (Attached as Exhibit "C")

Without response, further discussion or negotiation, on December 12, 2011, a Pay Requisition, in the total amount of \$5,762.51 was approved by Tom Melnick, Construction Superintendent and Brice Gordon, Owner's Representative, which was then forwarded to the New York Accounting Office for payment by VI Office Payment Processing personnel, Monique Harry. (Attached as Exhibit "D")

No payments were made. Several calls having taken place between Plaintiff and the Accounting Office in New York to resolve this issue. A message was sent to us from Richard Kahn via Ms. Harry not to call anymore. After a multitude of phone calls, Mr. Kahn, responded to us with the statement: "Don't call me anymore I will let you know when we are ready to pay you." Repeated attempts to collect these payments have failed. Failure to pay the outstanding invoices in the amount of \$6,855.47 has resulted in rent arrearages as well as penalties and interest on those arrearages in excess of \$4,000.

K & S respectfully requests that this Court award them (\$10,000), Ten Thousand Dollars, the maximum allowable within the small claims jurisdiction.

Respectfully Submitted,


Sheila Karcher

For K & S Caribbean
#179 Altona
P.O. Box 301739
St. Thomas, VI 00803
(340) 643-9777

AGREEMENT

This Agreement dated May 25, 2011 by and between:

Contractor: K&S Caribbean LLC

Owner: L.S.J., LLC, a Delaware limited liability company ("Owner");

WHEREAS, Owner desires to engage the Contractor, and the Contractor desires to be engaged by Owner, to provide the work and materials described on Exhibit A attached hereto (the "Work"); and

WHEREAS, as a material inducement and an express condition precedent for the Owner to so engage Contractor and in consideration of such engagement, Contractor has agreed to indemnify and hold harmless each and all of the Owner and the Owner's managers, members, officers, representatives, employees and agents as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises, the Owner's engagement of the Contractor to provide the Work and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Owner, intending to be legally bound, hereby agree as follows:

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions and/or damages in connection with the Work, whether by the indemnifying party, subcontractors, employees or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs of the Owner, arising out of, related to or connected with any and all acts or omissions by the Contractor and/or any and all subcontractors and/or any and all direct or indirect employees of the Contractor and/or any other person or entity for whose acts and omissions any of the Contractor, said subcontractors and/or said employees may be liable. This indemnity shall constitute a waiver of any immunity conferred by any workers compensation laws which might apply to the Work.

2. The Contractor shall cause any and all subcontractors and direct or indirect employees of the Contractor who may provide services and/or materials in connection with the Work to agree in writing to indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions, and/or damages in connection with the Work, whether by the indemnifying person or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs. Such indemnity and hold harmless agreement shall be in a form of Exhibit B attached hereto.

~~EXHIBIT~~ "A"

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

THE CONTRACTOR:

Name: K&S Caribbean LLC

Name and Title
of Authorized

Signatory: KENIT SCOTT
MEMBER OWNER

Signature: K - L S -

THE OWNER:

L.S.J., LLC

By: Gary Kerney
Gary Kerney

EXHIBIT A

DESCRIPTION OF THE WORK

#1011 Main House

- 1. Provide all labor, material and equipment to fabricate and install the doors/windows and shutters for Cottage #4 as described in K&S Caribbean LLC's proposal dated 16 May 2011 (attached).**
- 2. All materials supplied by K&S Caribbean LLC**
- 3. All insurances in place by 10 June 2011**
- 4. Acceptable documentation as to legal work status of all workers to be provided prior to beginning work**
- 5. General construction clean up of the work area is the responsibility of K&S Caribbean LLC. The work area and surrounding premises shall be kept free from accumulation of trash and debris related to the work. Provide all clean up to owner supplied dumpster.**
- 6. Owner to provide the following:**
 - Power, toilet facilities, water and ice**
 - Transportation of material to and from LSJ from St. Thomas dock or Enighed Pond dock**
 - Transportation of personnel to and from LSJ from St. John Park Service dock**
 - All door hardware**

EXHIBIT B

INDEMNITY AND HOLD HARMLESS AGREEMENT

[ATTACHED]

AGREEMENT

The undersigned (the "Undersigned"), as a material inducement and an express condition precedent for L.S.J., LLC (the "Owner") to permit the Undersigned to provide work and/or materials in connection with the project described on Exhibit A hereto (the "Work"), and in consideration of such permission, hereby agrees as follows:

1. To the fullest extent permitted by law, the Undersigned shall defend, indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions and/or damages in connection with the Work, whether by the Undersigned or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs of the Owner, arising out of, related to or connected with any and all acts or omissions by the Undersigned in connection therewith and shall hold the Owner harmless from any and all other claims, actions and/or damages by the Undersigned in connection with the Work, including without limitation, for bodily injury to the Undersigned and damage to the Undersigned's property, as well as for attorneys fees and costs, whether or not such claims, actions and/or damages are attributable to the actions or omissions of the Undersigned. This indemnity shall constitute a waiver of any immunity conferred by any workers compensation laws which might apply to the Work.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed as of the day and year written below.

THE UNDERSIGNED:

Name: *SHILAS KARNER*

Name and Title
of Authorized
Signatory: *MEMBER*

Signature: *[Handwritten Signature]*

Date: *5/25/11*

AGREEMENT

This **AGREEMENT** made and entered into this 25th day of May, 2011

COMPANY: K&S Caribbean LLC

COMPANY: LSJ, LLC

ADDRESS: 6511 Susannaberg
CITY: St. John, USVI 00830
ATTN: Kent Scott
PHONE: 340-642-4964

ADDRESS: 6100 Red Hook Qtrs B3
CITY: St. Thomas, USVI 00802
ATTN: William Rowles
PHONE: 340-779-8054

herein called "**Contractor**"

herein called "**Owner**"

PROJECT: Little St. James Island
Main House #1011

AGREEMENT NO. 01

Cost Code: 08-210

CONTRACTOR AND OWNER hereby agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental and other Conditions), attached hereto, if any, and the Schedules, Drawings, Specifications, and all Modifications issued subsequent thereto, if any.

SCHEDULE "A"
SCHEDULE "B"
SCHEDULE "C"

SCOPE OF WORK / DOCUMENTS
PRICE AND PAYMENT SCHEDULE
INVOICING INSTRUCTIONS AND LEGAL NOTICES

All of the foregoing form the Contract Documents and all are incorporated by reference herein, whether or not physically attached hereto.

2. **INSURANCE REQUIREMENTS:** The Contractor shall secure, prior to commencement of performance under this Agreement, and shall maintain at all times during the period or periods of its obligations under this Agreement, at its expense and in companies approved by Owner, the following insurance coverage, on an occurrence basis, all of which shall be non-cancelable and not subject to change in coverage except upon not less than thirty (30) days written notice to Owner at the address indicated above:

- (a) Workers' Compensation with Statutory limits of liability;
- (b) Comprehensive General Liability Insurance in an amount not less than \$1,000,000 Each Occurrence/ \$1,000,000 General Aggregate, with a sub-limit of \$5,000 Per Occurrence for Medical Payments. Coverage is to include Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Products and Completed Operations Liability, Premises Operations Liability, Contractual Liability (covering the "Hold Harmless" clause in Section 11), and Contractor's Protective Liability;
- (c) Standard USVI full coverage Comprehensive Automobile Liability, including Owned, Non-Owned, and Hired Automobiles;
- (d) Other (Builder's Risk, Performance and Payment Bonds, Etc.). Specify here:

DATE:

5/25

INITIAL:

LS

DATE:

5/25

INITIAL:

LS

have performed work upon or provided materials for the Work up to the billing closing date, and/or (b) an approval or acceptance of such work by any governmental and/or quasi-governmental entities or agencies having jurisdiction over such work.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, for themselves, their heirs, executors, administrators, successors, and permitted assigns, on the date set forth below.

CONTRACTOR: K&S Caribbean LLC

OWNER: LSJ

BY: K-L S.

NAME: Kent Scott

TITLE: Member

DATE: 25 May 2011

BY: Gary Kerney

NAME: Gary Kerney

TITLE: _____

DATE: 5-25-11

DATE: 5/25

INITIAL: KS

DATE: 5/25

INITIAL: JK

Insurance certificates evidencing such insurance coverage shall be furnished to Owner prior to commencement of performance under this Agreement and shall name Owner as an additional insured thereunder.

3. **CHANGES AND CLARIFICATIONS:** Without invalidating this Agreement, Owner, or their respective duly authorized representatives, may at any time, by written order to Contractor, make changes in the Drawings and Specifications. Owner may, by reason of such changes, add to or reduce the Work without invalidating this Agreement. Contractor shall furnish Owner with an itemized estimate for any revision in the Work which may be requested and shall receive written authorization from Owner before proceeding with any changes in the Work. Contractor shall, during the course of the Work, notify Owner or Owner's representative, in writing, of any problem or clarification which he believes needs immediate review and resolution which is not adequately covered by the Contract documents.
4. **WARRANTIES:** The Contractor shall, at the request of and in a manner acceptable to Owner, correct any defects in workmanship or materials in the Work which appear within a period of one (1) year from the date of final acceptance by Owner.
5. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign this Agreement nor any portion thereof without first obtaining the written consent of Owner, which shall be in Owner's sole discretion. Any assignment without Owner's written consent shall be void and of no force and effect.
6. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall indemnify Owner, and the Architects and Engineers of Owner, and their agents and employees, and each of them, against and save and hold them harmless from all liability, claims, allegations, demands, damages, and costs of every kind and nature, including without limitation attorneys' fees and costs of suit, arising directly or indirectly from the Work, except to the extent that such liability, claims, allegations, demands, damages, and costs are a direct result of the negligence of, or a breach of this Agreement by, Owner or its architects, engineers, employees or authorized agents.
7. **BREACH OF AGREEMENT:** If, in the opinion of Owner, Contractor fails to perform the Work in accordance with this Agreement, or inadequately performs, all or any part of the Work, or otherwise fails to perform or comply with Contractor's duties and obligations hereunder, and such failure shall continue for twenty-four (24) consecutive hours after written notice to Contractor specifying the particulars of such failure, then such failure and continuance thereof shall, at Owner's option, constitute an irreparable breach of this Agreement by Contractor and shall entitle Owner to terminate this Agreement and complete the Work itself or cause the Work to be completed by others, and Contractor shall immediately on demand of Owner pay all costs and damages sustained by Owner on account of such failure, and any and all material and equipment of Contractor on the Project site or in Contractor's place of business may, at the sole option of Owner, be used or rejected, and if rejected, such rejection shall be without any liability to Owner, its agents or employees.
8. **CANCELLATION OF AGREEMENT:** Owner shall have the right to cancel this Agreement at any time prior to the completion of the Work upon giving three (3) days written notice to Contractor. Should Owner so elect to cancel, and Contractor is not in breach hereunder, Owner shall promptly pay Contractor a prorated portion of the Contract Price based on percentage completed, but in no case shall the total of all payments made to Contractor under this Agreement exceed the Contract Price set out in Schedule "B". Contractor agrees to refund to the Owner that portion of any deposits previously paid by the Owner to the Contractor, if such deposits exceed the percentage completed.
9. **DOCUMENTS REQUIRED FOR LIEN FREE PERFORMANCE OF WORK:** Payment for the work shall be made to Contractor in accordance with Schedule "B". When any monies are payable to Contractor hereunder, Contractor shall deliver to Owner a statement (sworn or attested to if required by Owner), showing, in detail and as complete as required by Owner, all work done by Contractor and averring that all claims, obligations and liabilities created or incurred in the performance of doing thereof, to the date hereof, have been paid. Owner may require Contractor to furnish in support of such application, (a) a release or waiver of liens in a form specified by Owner, signed by each workman and materialman who

DATE:

5/25

INITIAL:

ICS

DATE:

5/25

INITIAL:

/y

SCHEDULE A

SCOPE OF WORK

Main House (Pool Area)

Custom Doors/Windows/Shutters

- Supply all labor, materials and equipment necessary to complete the door/window/shutter scope (herein defined as the "Work") as per K&S Caribbean LLC quote dated 16 May 2011 (attached). All work to match existing Cottage #3.
- Copy of current business license to be provided before starting work.
- All required Insurance certificates to be provided before starting work or receiving payment. LSJ, LLC to be named as additional insured where applicable
 - General Liability
 - Government Insurance
 - Automobile liability
- Acceptable documentation as to the legal work status of all workers to be provided prior to beginning work.
- General construction clean up of the work area is the responsibility of K&S Caribbean LLC. K&S Caribbean LLC shall keep the work premises and surrounding area free from accumulation of trash and debris related to the Work. Provide all clean up to Owner supplied dumpster
- Owner will provide the following:
 - Building permit
 - Power, lighting, ventilation, toilet facilities, water and ice
 - Transportation of personnel to and from LSJ from St. John Park Service Dock
 - Transportation of tools and equipment to LSJ from Enighed Pond Dock

DATE:

5/25

INITIAL:

K&S

DATE:

10/25

INITIAL:

LSJ

SCHEDULE B

PRICE AND PAYMENT SCHEDULE

TOTAL PRICE OF THIS CONTRACT IS: \$31,800.00

SEE ATTACHED SCHEDULE OF VALUES.

Monthly requisitions based on the attached Schedule of Values, to be paid on a percentage complete basis.

Applicable Gross Receipts Taxes to be paid by K&S Caribbean LLC

All requisitions to be presented to the Owner's Representative by the twenty fifth (25th) day of the month for the previous month's work. The Owner's Representative will, within five (5) days after receipt of the Contractor's Application for Payment, issue to the Owner a Certificate of Payment. The Owner shall make payment within fifteen (15) days of receipt of the Certificate of Payment.

SCHEDULE

Time limits stated herein are of the essence of the contract.

Work to be substantially completed within twelve (12) weeks of the date of commencement

Date of Commencement is the date of this contract

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent (340-244-8564)

DATE:

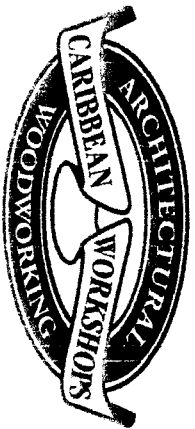
5/25

INITIAL:

KS

DATE:

INITIAL:



Caribbean Workshops
 6511 Susannaberg
 St. John, VI 00830
 (340) 642-4964
kent@caribbeanworkshops.com

LSJ, LLC
 Projected Schedule
 Main House 1011
 Pool Area to Match Cottage #3

Description	Amount	Cost	Total	Total Paid
8/4 Mahog 900 bf		\$7/bf	\$ 6,300.00	
6/4 Mahog 300 bf		\$6.50/bf	\$ 1,950.00	
Louvers			\$ 2,000.00	
Glass			\$ 1,500.00	
Paint and (Paint \$200/Epoxy \$350			\$ 650.00	
Weather Stripping			\$ 500.00	
Custom Cutter (to match door detail)			\$ 1,200.00	
TOTAL			\$ 14,100.00	
Payment Schedule				
Materials Draw (50% of total \$31,800)			\$ 14,100.00	\$ 14,100.00
Raw Hardwood to arrive 3 weeks (Approx. June 15, 2011)				
1st Payment-% of work as of June 25, 2011 (1 week of mfg.)			\$ 2,950.00	\$ 17,050.00
2nd Payment-100% of work as of July 25, 2011 (Includes finish and install)			\$ 14,750.00	\$ 31,800.00
Based on 6 Week Manufacturing/Install Schedule:				
Week 1: Millwork				
Week 2: Millwork				
Week 3: Finish-Sand/Paint				
Week 4: Jamb Assembly/Pre-Hang				
Week 5: Jamb Assembly/Pre-Hang				
Week 6: Install				

5/25 125

SCHEDULE C

INVOICING INSTRUCTIONS AND LEGAL NOTICES

FILING AND INVOICING: All invoices should be serially numbered. If your invoice form is not so numbered, type or print in an upper corner "INVOICE NUMBER ____." Assign a different number to each separate invoice. Assign separate invoices for separate phases of work, and separate invoices for options or extras. Prepare all invoices in duplicate. Send the original and one copy to Owner's construction office for approval. Contractor must attach properly executed lien releases to each invoice.

All invoices shall indicate the project name, unit description, total item price, amount and percentage of total item price you are invoicing on this invoice, and the address to which payment is to be sent.

Lien releases must be dated on the date of the invoice or later.

As a condition precedent to final payment or the payment of retention to be made to Contractor by Owner, Contractor must submit (a) two (2) copies of As-Built-Drawings and/or Instruction/Warranty Manuals to Owner, (b) written approvals or acceptances of such project by any governmental or quasi-governmental entities or agencies having jurisdiction over the project, and (c) properly executed lien release covering all subcontractors, suppliers, laborers, and other persons or entities who performed work or services on, or who furnished materials for, the project under your contract.

Mail or deliver invoices and releases to: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

LEGAL NOTICES: For the purpose of protecting Preliminary Lien Rights, Preliminary Lien Notices should be mailed to all of the following:

OWNER: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

DATE: 5/25

INITIAL: LCS

DATE: 5/26

INITIAL: 17



K & S CARIBBEAN LLC
6511 Susannaberg
St. John, VI 00830
(340) 642-4964
kent@caribbeanworkshops.com

PROPOSAL

PROJECT: LSJ, LLC
DATE: May 16, 2011
TO: William Rowles
RE: Door and Window Project

To Include:

DOOR #1 (Exterior)

- Single Door 37 1/2" X 80 1/2"
- 2 Shutters 1 ea. LH, 1 ea. RH 19" X 80 7/8"

DOOR #2, #3, #4, #5, #6 (Exterior)

- 1 pr Double Doors 1 ea. LH, 1 ea. RH
- 2 Shutters 1 ea. LH, 1 ea. RH

DOOR #7 (Exterior)

- Single Door 25 1/2" X 80 1/2"
- 2 Shutters 1 ea. LH, 1 ea. RH

DOOR #8 (Interior)

- Single Door 25 1/4 X 78 1/2"
- Bottom Louvers

WINDOWS #1, #2 (Exterior)

- 1 pr. 12 5/8" X 38 5/8"
- 1 pr. Shutters 12 7/8" X 38 5/8"

GENERAL NOTES :

- Door/Window Material: African Mahogany
- Door #1: Applied False Astragal on exterior side
Opposite Side of Door has Kerf at Center, no astragal
- Doors #1-7: 1 3/4" Exterior paint grade stile & rail w/wood raised panels below and 1/2" insulated glass above
- Removable Glass Stop on interior of all glass inserts
- Raised Panel Detail, same interior/exterior
- Bulb Weather Strip set into door jambs
- Doors to be assembled and pre-hung in shop
- Includes 2 coats white primer, sanded, ready for paint
- Owner to supply all hardware

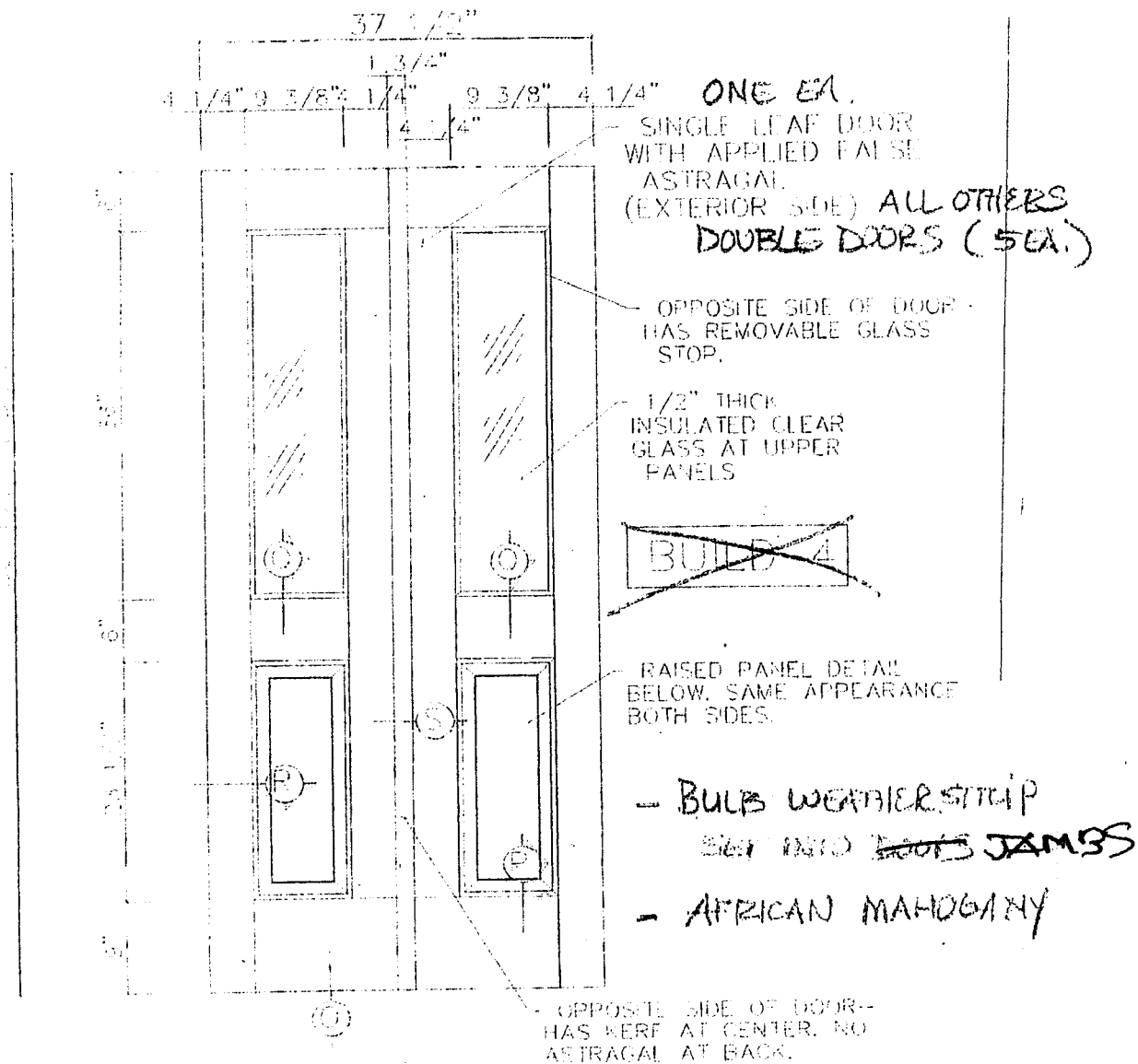
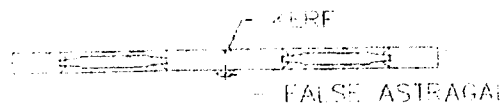
TOTAL BID PRICE: to include materials & labor \$28,200.00¹

INSTALLATION: \$ 3,600.00²

¹ Subject to site measurements

² Owner to provide transportation of product and workmen/equipment

DOORS #1 - #7

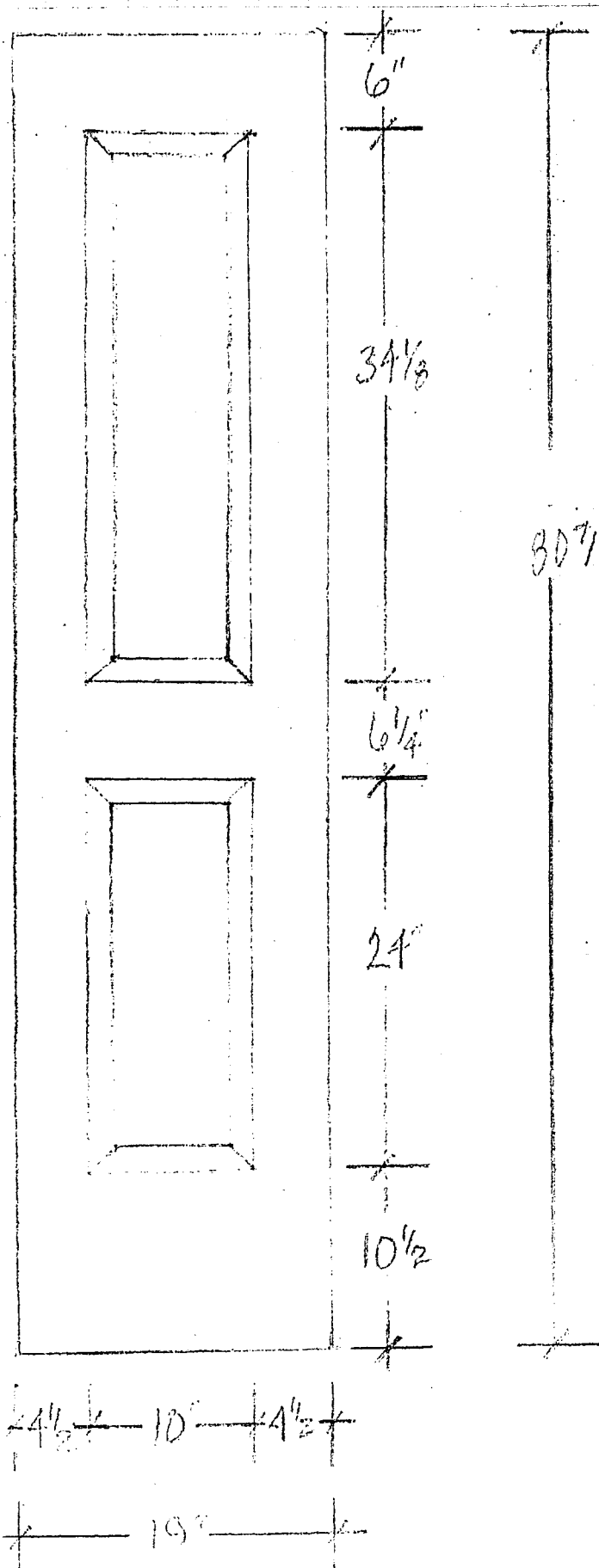


~~37 1/2" x 80 1/2" x 1 3/4"~~

37 1/2" EXTERIOR PAINT GRADE - SET 8" IN
JAMB - PAINTED BELOW AND INSULATED

5/25 125

SHUTTERS



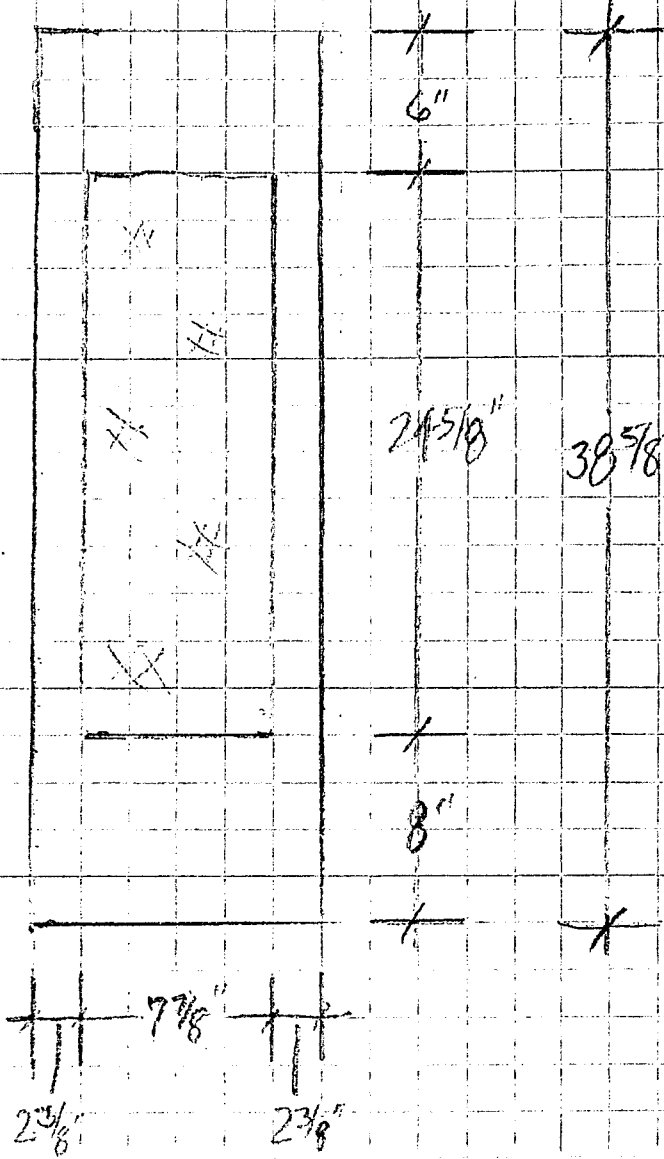
- 1 1/2" AFRICAN MAHOGANY
- PRIMED, 2 COATS FINISH PAINT
- 3/4" X 3/4" OVERLAP AT CENTER
- RAISED PANEL DETAIL SAME AS DOORS
- BULB WEATHERSTRIP INSERTED ALL AROUND

QUANTITY

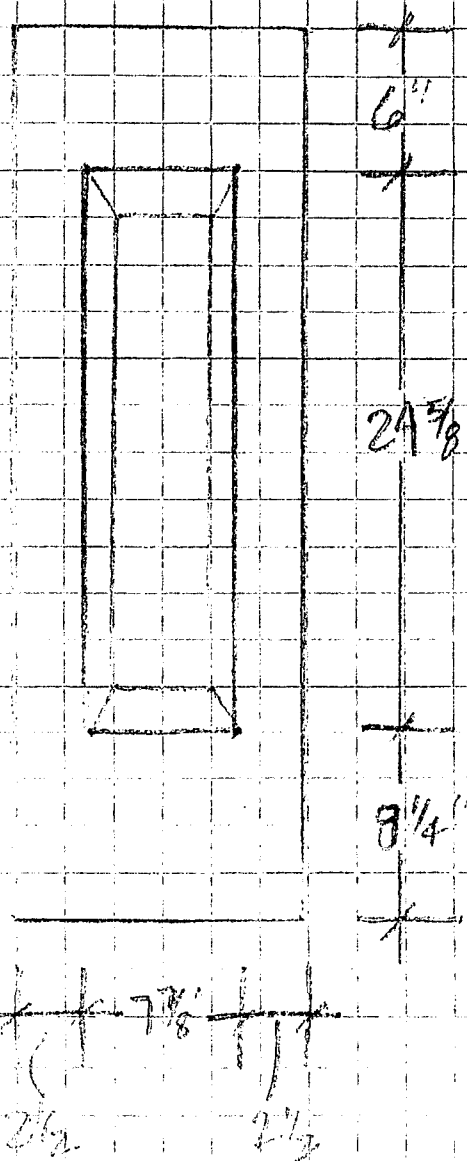
- 6 EA. LH
- 6 EA. RH

5/25 KLS

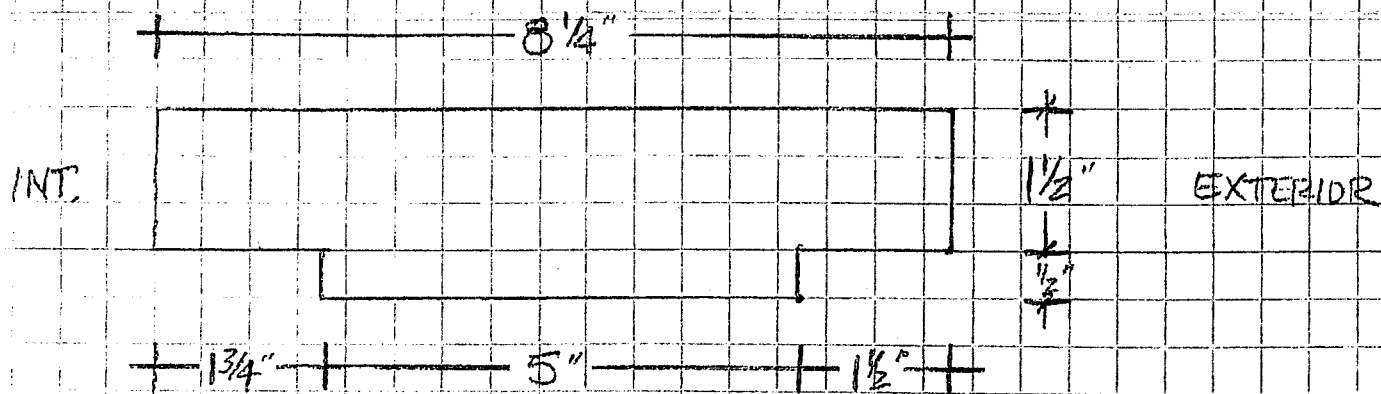
WINDOW



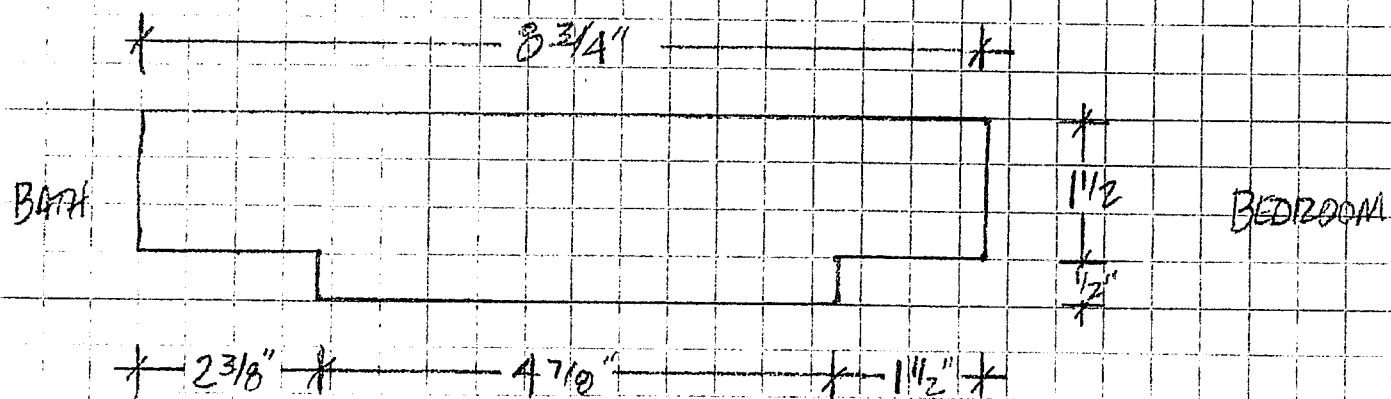
Shutters



FRAMES



DOORS #1, #2, #3, #4, #5, #6, #7, WINDOWS #1, #2



DOOR #8

AGREEMENT

This Agreement dated May 31, 2011 by and between:

Contractor: K&S Caribbean LLC

Owner: L.S.J., LLC, a Delaware limited liability company ("Owner");

WHEREAS, Owner desires to engage the Contractor, and the Contractor desires to be engaged by Owner, to provide the work and materials described on Exhibit A attached hereto (the "Work"); and

WHEREAS, as a material inducement and an express condition precedent for the Owner to so engage Contractor and in consideration of such engagement, Contractor has agreed to indemnify and hold harmless each and all of the Owner and the Owner's managers, members, officers, representatives, employees and agents as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises, the Owner's engagement of the Contractor to provide the Work and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Owner, intending to be legally bound, hereby agree as follows:

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions and/or damages in connection with the Work, whether by the indemnifying party, subcontractors, employees or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs of the Owner, arising out of, related to or connected with any and all acts or omissions by the Contractor and/or any and all subcontractors and/or any and all direct or indirect employees of the Contractor and/or any other person or entity for whose acts and omissions any of the Contractor, said subcontractors and/or said employees may be liable. This indemnity shall constitute a waiver of any immunity conferred by any workers compensation laws which might apply to the Work.

2. The Contractor shall cause any and all subcontractors and direct or indirect employees of the Contractor who may provide services and/or materials in connection with the Work to agree in writing to indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions, and/or damages in connection with the Work, whether by the indemnifying person or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs. Such indemnity and hold harmless agreement shall be in a form of Exhibit B attached hereto.

~~EXHIBIT B~~

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

THE CONTRACTOR:

Name: K&S Caribbean LLC

Name and Title
of Authorized
Signatory: _____

1/15/2017 MEMBER

Signature: *K. S.*

THE OWNER:

L.S.J., LLC

By *Gary Kerney*
Gary Kerney

EXHBIT A

DESCRIPTION OF THE WORK

#1009 Existing Compound Renovations (Relax Room)

- 1. Provide all labor, material and equipment to fabricate and install the doors/windows and shutters for the "Relax Room" as described in K&S Caribbean LLC's proposal dated 31 May 2011 (attached).**
- 2. All materials supplied by K&S Caribbean LLC**
- 3. All insurances in place by 10 June 2011**
- 4. Acceptable documentation as to legal work status of all workers to be provided prior to beginning work**
- 5. General construction clean up of the work area is the responsibility of K&S Caribbean LLC. The work area and surrounding premises shall be kept free from accumulation of trash and debris related to the work. Provide all clean up to owner supplied dumpster.**
- 6. Owner to provide the following:**
 - Power, toilet facilities, water and ice**
 - Transportation of material to and from LSJ from St. Thomas dock or Enighed Pond dock**
 - Transportation of personnel to and from LSJ from St. John Park Service dock**
 - All door hardware**

have performed work upon or provided materials for the Work up to the billing closing date, and/or (b) an approval or acceptance of such work by any governmental and/or quasi-governmental entities or agencies having jurisdiction over such work.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, for themselves, their heirs, executors, administrators, successors, and permitted assigns, on the date set forth below.

CONTRACTOR: K&S Caribbean LLC

OWNER: LSJ

BY: Kent Scott

NAME: Kent Scott

TITLE: MEMBER

DATE: 6/1/11

BY: Gary Kerney

NAME: Gary Kerney

TITLE: _____

DATE: _____

EXHIBIT B

INDEMNITY AND HOLD HARMLESS AGREEMENT

[ATTACHED]

AGREEMENT

The undersigned (the "Undersigned"), as a material inducement and an express condition precedent for L.S.J., LLC (the "Owner") to permit the Undersigned to provide work and/or materials in connection with the project described on Exhibit A hereto (the "Work"), and in consideration of such permission, hereby agrees as follows:

1. To the fullest extent permitted by law, the Undersigned shall defend, indemnify and hold harmless the Owner and the Owner's managers, members, officers, representatives, employees and agents from any and all claims, actions and/or damages in connection with the Work, whether by the Undersigned or third parties, including, without limitation, for bodily injury and property damage, as well as for attorneys fees and costs of the Owner, arising out of, related to or connected with any and all acts or omissions by the Undersigned in connection therewith and shall hold the Owner harmless from any and all other claims, actions and/or damages by the Undersigned in connection with the Work, including without limitation, for bodily injury to the Undersigned and damage to the Undersigned's property, as well as for attorneys fees and costs, whether or not such claims, actions and/or damages are attributable to the actions or omissions of the Undersigned. This indemnity shall constitute a waiver of any immunity conferred by any workers compensation laws which might apply to the Work.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed as of the day and year written below.

THE UNDERSIGNED:

Name: K&S Caribbean LLC

**Name and Title
of Authorized
Signatory:**

Signature: 

Date: 31 May 2011

AGREEMENT

This **AGREEMENT** made and entered into this 31st day of May, 2011

COMPANY: K&S Caribbean LLC

COMPANY: LSJ, LLC

ADDRESS: 6511 Susannaberg
CITY: St. John, USVI 00830
ATTN: Kent Scott
PHONE: 340-642-4964

ADDRESS: 6100 Red Hook Qtrs B3
CITY: St. Thomas, USVI 00802
ATTN: William Rowles
PHONE: 340-779-8054

herein called "**Contractor**"

herein called "**Owner**"

PROJECT: Little St. James Island
Existing Compound Renovation #1009 (Relax Room)

AGREEMENT NO. 01 **Cost Code: 08-210**

CONTRACTOR AND OWNER hereby agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental and other Conditions), attached hereto, if any, and the Schedules, Drawings, Specifications, and all Modifications issued subsequent thereto, if any.

SCHEDULE "A"
SCHEDULE "B"
SCHEDULE "C"

SCOPE OF WORK / DOCUMENTS
PRICE AND PAYMENT SCHEDULE
INVOICING INSTRUCTIONS AND LEGAL NOTICES

All of the foregoing form the Contract Documents and all are incorporated by reference herein, whether or not physically attached hereto.

2. **INSURANCE REQUIREMENTS:** The Contractor shall secure, prior to commencement of performance under this Agreement, and shall maintain at all times during the period or periods of its obligations under this Agreement, at its expense and in companies approved by Owner, the following insurance coverage, on an occurrence basis, all of which shall be non-cancelable and not subject to change in coverage except upon not less than thirty (30) days written notice to Owner at the address indicated above:
 - (a) Workers' Compensation with Statutory limits of liability;
 - (b) Comprehensive General Liability Insurance in an amount not less than \$1,000,000 Each Occurrence/ \$1,000,000 General Aggregate, with a sub-limit of \$5,000 Per Occurrence for Medical Payments. Coverage is to include Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Products and Completed Operations Liability, Premises Operations Liability, Contractual Liability (covering the "Hold Harmless" clause in Section 11), and Contractor's Protective Liability;
 - (c) Standard USVI full coverage Comprehensive Automobile Liability, including Owned, Non-Owned, and Hired Automobiles;
 - (d) Other (Builder's Risk, Performance and Payment Bonds, Etc.). Specify here:

DATE: 5/31/11

INITIAL: KCS

DATE: 6/2

INITIAL: WJR

Insurance certificates evidencing such insurance coverage shall be furnished to Owner prior to commencement of performance under this Agreement and shall name Owner as an additional insured thereunder.

3. **CHANGES AND CLARIFICATIONS:** Without invalidating this Agreement, Owner, or their respective duly authorized representatives, may at any time, by written order to Contractor, make changes in the Drawings and Specifications. Owner may, by reason of such changes, add to or reduce the Work without invalidating this Agreement. Contractor shall furnish Owner with an itemized estimate for any revision in the Work which may be requested and shall receive written authorization from Owner before proceeding with any changes in the Work. Contractor shall, during the course of the Work, notify Owner or Owner's representative, in writing, of any problem or clarification which he believes needs immediate review and resolution which is not adequately covered by the Contract documents.
4. **WARRANTIES:** The Contractor shall, at the request of and in a manner acceptable to Owner, correct any defects in workmanship or materials in the Work which appear within a period of one (1) year from the date of final acceptance by Owner.
5. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign this Agreement nor any portion thereof without first obtaining the written consent of Owner, which shall be in Owner's sole discretion. Any assignment without Owner's written consent shall be void and of no force and effect.
6. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall indemnify Owner, and the Architects and Engineers of Owner, and their agents and employees, and each of them, against and save and hold them harmless from all liability, claims, allegations, demands, damages, and costs of every kind and nature, including without limitation attorneys' fees and costs of suit, arising directly or indirectly from the Work, except to the extent that such liability, claims, allegations, demands, damages, and costs are a direct result of the negligence of, or a breach of this Agreement by, Owner or its architects, engineers, employees or authorized agents.
7. **BREACH OF AGREEMENT:** If, in the opinion of Owner, Contractor fails to perform the Work in accordance with this Agreement, or inadequately performs, all or any part of the Work, or otherwise fails to perform or comply with Contractor's duties and obligations hereunder, and such failure shall continue for twenty-four (24) consecutive hours after written notice to Contractor specifying the particulars of such failure, then such failure and continuance thereof shall, at Owner's option, constitute an irreparable breach of this Agreement by Contractor and shall entitle Owner to terminate this Agreement and complete the Work itself or cause the Work to be completed by others, and Contractor shall immediately on demand of Owner pay all costs and damages sustained by Owner on account of such failure, and any and all material and equipment of Contractor on the Project site or in Contractor's place of business may, at the sole option of Owner, be used or rejected, and if rejected, such rejection shall be without any liability to Owner, its agents or employees.
8. **CANCELLATION OF AGREEMENT:** Owner shall have the right to cancel this Agreement at any time prior to the completion of the Work upon giving three (3) days written notice to Contractor. Should Owner so elect to cancel, and Contractor is not in breach hereunder, Owner shall promptly pay Contractor a prorated portion of the Contract Price based on percentage completed, but in no case shall the total of all payments made to Contractor under this Agreement exceed the Contract Price set out in Schedule "B". Contractor agrees to refund to the Owner that portion of any deposits previously paid by the Owner to the Contractor, if such deposits exceed the percentage completed.
9. **DOCUMENTS REQUIRED FOR LIEN FREE PERFORMANCE OF WORK:** Payment for the work shall be made to Contractor in accordance with Schedule "B". When any monies are payable to Contractor hereunder, Contractor shall deliver to Owner a statement (sworn or attested to if required by Owner), showing, in detail and as complete as required by Owner, all work done by Contractor and averring that all claims, obligations and liabilities created or incurred in the performance of doing thereof, to the date hereof, have been paid. Owner may require Contractor to furnish in support of such application, (a) a release or waiver of liens in a form specified by Owner, signed by each workman and materialman who

DATE: 6/1/11

INITIAL: J.C.

DATE: 6/2

INITIAL: J

have performed work upon or provided materials for the Work up to the billing closing date, and/or (b) an approval or acceptance of such work by any governmental and/or quasi-governmental entities or agencies having jurisdiction over such work.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, for themselves, their heirs, executors, administrators, successors, and permitted assigns, on the date set forth below.

CONTRACTOR: K&S Caribbean LLC

OWNER: LSJ

BY: Kent Scott

NAME: Kent Scott

TITLE: MEMBER

DATE: 6/1/11

BY: Gary Kerney

NAME: Gary Kerney

TITLE: _____

DATE: _____

SCHEDULE A

SCOPE OF WORK

**Existing Compound Renovations #1009 (Relax Room)
Custom Doors/Windows/Shutters**

- Supply all labor, materials and equipment necessary to complete the door/window/shutter scope (herein defined as the "Work") as per K&S Caribbean LLC quote dated 31 May 2011 (attached).
- Copy of current business license to be provided before starting work.
- All required Insurance certificates to be provided before starting work or receiving payment. LSJ, LLC to be named as additional insured where applicable
 - General Liability
 - Government Insurance
 - Automobile liability
- Acceptable documentation as to the legal work status of all workers to be provided prior to beginning work.
- General construction clean up of the work area is the responsibility of K&S Caribbean LLC. K&S Caribbean LLC shall keep the work premises and surrounding area free from accumulation of trash and debris related to the Work. Provide all clean up to Owner supplied dumpster
- Owner will provide the following:
 - Building permit
 - Power, lighting, ventilation, toilet facilities, water and ice
 - Transportation of personnel to and from LSJ from AYH Dock
 - Transportation of tools and equipment to LSJ from Red Hook Dock

DATE: 6/1/11

INITIAL: K&S

DATE: 6/2

INITIAL: J

SCHEDULE B

PRICE AND PAYMENT SCHEDULE

TOTAL PRICE OF THIS CONTRACT IS: \$7,888.00

SEE ATTACHED SCHEDULE OF VALUES.

Monthly requisitions based on the attached Schedule of Values, to be paid on a percentage complete basis.

Applicable Gross Receipts Taxes to be paid by K&S Caribbean LLC

All requisitions to be presented to the Owner's Representative by the twenty fifth (25th) day of the month for the previous month's work. The Owner's Representative will, within five (5) days after receipt of the Contractor's Application for Payment, issue to the Owner a Certificate of Payment. The Owner shall make payment within fifteen (15) days of receipt of the Certificate of Payment.

SCHEDULE

Time limits stated herein are of the essence of the contract.

Work to be substantially completed within two (2) months of the date of commencement

Date of Commencement is the date of this contract

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent (340-244-8564)

DATE: 6/1/11

INITIAL: K&S

DATE: 6/2

INITIAL: J

SCHEDULE C

INVOICING INSTRUCTIONS AND LEGAL NOTICES

FILING AND INVOICING: All invoices should be serially numbered. If your invoice form is not so numbered, type or print in an upper corner "INVOICE NUMBER ____." Assign a different number to each separate invoice. Assign separate invoices for separate phases of work, and separate invoices for options or extras. Prepare all invoices in duplicate. Send the original and one copy to Owner's construction office for approval. Contractor must attach properly executed lien releases to each invoice.

All invoices shall indicate the project name, unit description, total item price, amount and percentage of total item price you are invoicing on this invoice, and the address to which payment is to be sent.

Lien releases must be dated on the date of the invoice or later.

As a condition precedent to final payment or the payment of retention to be made to Contractor by Owner, Contractor must submit (a) two (2) copies of As-Built-Drawings and/or Instruction/Warranty Manuals to Owner, (b) written approvals or acceptances of such project by any governmental or quasi-governmental entities or agencies having jurisdiction over the project, and (c) properly executed lien release covering all subcontractors, suppliers, laborers, and other persons or entities who performed work or services on, or who furnished materials for, the project under your contract.

Mail or deliver invoices and releases to: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

LEGAL NOTICES: For the purpose of protecting Preliminary Lien Rights, Preliminary Lien Notices should be mailed to all of the following:

OWNER: LSJ, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

DATE: 5/1/11

INITIAL: LSJ

DATE: 6/2

INITIAL: G

SCOPE OF WORK: Relax Room Main House

Price and Payment Schedule

	Price Per	Number of	Total
Door #1 (Exterior)	\$ 2,418.00	1	\$ 2,418.00
Single Door 37 1/2 X 80 1/2			
2 Shutters LH, RH 19" X 80 7/8"			
Door #8 (Interior)			
Single Door 25 1/4 X 78 1/2"	\$ 806.00	1	\$ 806.00
Bottom Louver			
Windows #1 (Exterior)	\$ 3,224.00	1	\$ 3,224.00
1 pr. 12 5/8" X 38 5/8"			
1 pr. Shutters 12 7/8" X 38 5/8"			
Manufacture			\$ 6,448.00
install			\$ 1,440.00
5/26/2011 Material Request (50% Manufacture)			\$ 3,224.00
(Estimated 3 weeks for material delivery)			
6/26/2011 Pay Request for Manufacturing			\$ 3,224.00
(Estimated 16 days Manufacturing in Shop)			
7/26/2011 Install			\$ 1,440.00
(Any remaining manufacture and install complete)			
TOTAL PRICE OF THIS CONTRACT IS:			\$ 7,888.00

DOOR SCHEDULE FROM POOL AREA USED:

Materials Request Deposit of 3,224.00 to be paid immediately:

Monthly requisitions based on the attached Schedule of Values, to be paid on a percentage complete basis.

Applicable Gross Receipts Taxes to be paid by K & S Caribbean LLC

All requisitions to be presented to the Owner's Representative by the twenty fifth (25th) day of the month for the previous month's work. The Owner's Representative will, within five (5) days after receipt of the Contractor's Application for Payment, issue to the Owner a Certificate of Payment. The Owner shall make payment within fifteen (15) days of receipt of the Certificate of Payment.

SCHEDULE:

Time limits stated herein are the essence of the contract.

Work to be substantially completed within two (2) months of the date of commencement

Date of Commencement is the date of this contract

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent (340) 244-8564

Date:

5/31/11

Initial:

K S

Outstanding Billing and Accounting

Relax Room

	Credit	Invoice Amt	Balance
Invoice #203 Revised		\$ 2,384.33	\$ 2,384.33
Overpayment on 3 Add'l Door CO	\$ 1,800.00		\$ 584.33
Invoice for Relax Room Shutters		\$ 2,200.00	\$ 2,784.33
Invoice for Relax Room Windows 95% Glazing	\$ 138.20	\$ 3,610.00	\$ 6,394.33
Glazing Shipping	\$ 80.00		\$ 6,256.13
Invoice for Dutch Door CO		\$ 1,000.00	\$ 6,176.13
Invoice #101 SOSS Hinge Installation		\$ 560.00	\$ 7,736.13
Invoice #102 Reverse Swing on Bathroom Door		\$ 180.00	\$ 7,916.13
Invoice #103 Research Pemko Threshold WS		\$ 37.50	\$ 7,953.63
Invoice #104 SOS Container Aborted Removal		\$ 550.00	\$ 8,503.63
Refund of Deposit on CO	\$ 2,333.65		\$ 6,169.98
Invoice #105 Breezeway Door Pro-Rated T&M		\$ 486.64	\$ 6,656.62

Main House

Invoice #204	\$ 198.85	\$ 198.85
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Total Now Due with 5% retention on RR	\$ 6,855.47
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K & S Caribbean LLC
6511 Susannaberg
St. John, VI 00830

Bill To:		
LSJ, LLC		
6100 Red Hook Quarter		
Suite B-3		
St. Thomas, VI 00830		

INVOICE

Date:	Invoice #
12/7/2011	203

Terms	Project
Due Upon Receipt	Relax Room

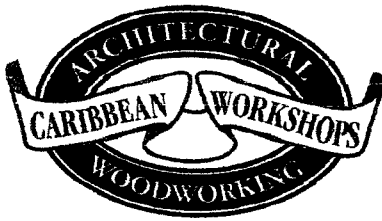
Description	Est Amt	Prior Amt	Prior %	Curr%	Total %	Amount
<u>Labor</u>						
Millwork-Rough	\$ 881.25	\$ 793.13	90%	10%	100%	\$ 88.13
Shape & Glue	\$ 881.25	\$ 660.94	75%	25%	100%	\$ 220.31
Finish - 2 coats primer	\$ 396.56	\$ 297.42	75%	25%	100%	\$ 99.14
Pre-Hang in Shop	\$ 1,057.50	\$ 528.75	50%	50%	100%	\$ 528.75
Deliver to LSJ	\$ 100.00			100%	100%	\$ 100.00
Installation	\$ 1,348.00			100%	100%	\$ 1,348.00

Total	\$ 2,384.33
Payments/Credits	\$ -
Balance Due	\$ 2,384.33

AS INSTRUCTED
BY MONIQUE
HARLEY

12/7/11

?



K & S CARIBBEAN LLC

6511 Susannaberg

St. John, VI 00830

(340) 642-4964

stjkent@gmail.com

INVOICE RELAX ROOM BATHROOM SHUTTERS

PROJECT: LSJ, LLC – RELAX ROOM BATHROOM SHUTTERS

DATE: December 9, 2011

Invoice for the completion of manufacture and installation.

Two (2) pair of custom shutter doors similar to Cottage #4 Bathroom Shutters to accommodate existing windows. Flush inset design to be confirmed.

- Dimension: 31" X 44" to fit existing opening
- 1 ½" African Mahogany
- Primed, 2 coats white
- Overlap at center
- Raised panel detail same as doors
- Bulb weather strip all the way around

Completion of Manufacture (2) Two Pair Bathroom Window Shutters	\$1,600.00
Install*	600.00
	\$2,200.00

Immediately Due and Payable

\$2,200.00

Design • Manufacture • Installation

Fine Furniture Grade Cabinetry and Architectural Millwork Throughout the Caribbean

LSJ, LLC

CONTRACT CHANGE ORDERPROJECT NO.
36 Main House Reno.

CODE AMOUNT

CC

DATE

CO No 02

Date 10/25/11

To (Contractor) **KBS Caribbean LLC**Name and Location of Project: **LSJ - Main House Renovations****THE CONTRACT IS CHANGED AS FOLLOWS:**

PR and/or CCD # (if applicable)	Description of Change	Change in Contract Amount
08-210	Thompson Mahogany purchase * Two (2) Breezeway doors Two (2) pair bathroom window shutters	(\$1,266.35) \$7,200.00 \$3,800.00
BREEZE WAY		
Original Contract Amount		\$7,888.00
Net Change by Previous Change Order(s)		\$3,880.40
Total Contract Amount Prior to this Change Order		\$11,768.40
Net increase in Contract Amount this Change Order		\$9,733.65
Revised Contract Amount		\$21,502.05

The time provided for completion of these changes in the contract is increased. The revised date of Substantial Completion, therefore, is 17 November 2011. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

This Change Order constitutes a complete and final resolution of all claims of the contractor for additional compensation related to or affected by work that is the subject of this Change Order.

No Contract will be binding upon LSJ, LLC until signed by the authorized representative of Lafayette Construction Managers - Owners Representative.

CONSTRUCTION MANAGER

Date
10/25/11

ACCEPTED BY CONTRACTOR

Date

10/25/11

JUSTIFICATION FOR CHANGE:



K & S CARIBBEAN LLC

6511 Susannaberg
St. John, VI 00830
(340) 642-4964
stjkent@gmail.com

RELAX ROOM CHANGE ORDER FOR BATHROOM WINDOWS

PROJECT: LSJ, LLC – RELAX ROOM BATHROOM WINDOWS

DATE: November 5, 2011

Any requested work not specifically set out in the original scope of work will be considered CHANGE ORDER or ADDITIONAL WORK.

The following addition to the original scope is hereby more completely described as:

Two (2) pair of custom windows similar to Cottage #4 Bathroom Windows to accommodate existing openings and jambs.

- Dimension: 31" X 44" to fit existing opening
- 1 ½" African Mahogany
- Primed, 2 coats white
- Glass panel
- Bulb weather strip

Manufacture (2) Two Pair Bathroom Windows	\$3,200.00
Install*	600.00
	\$3,800.00

*Owner to provide all hardware

Payment Schedule:

Manufacture:

1. 50% manufacturing deposit upon acceptance (\$1,600)
2. Remainder to be paid upon percentage of completion (\$1,600)

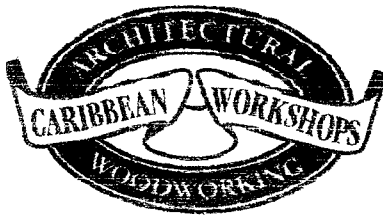
Install:

Billed upon completion of install (\$600)

Authorized by:

Owner/Authorized Representative

Design • Manufacture • Installation
Fine Furniture Grade Cabinetry and Architectural Millwork Throughout the Caribbean



K & S CARIBBEAN LLC

6511 Susannaberg
St. John, VI 00830
(340) 642-4964
stjkent@gmail.com

**INVOICE
CHANGE ORDER
DOOR #1 TO DUTCH DOOR**

PROJECT: LSI, LLC RELAX ROOM
DATE: December 9, 2011

Change in Door #1 (Exterior Door) to Dutch Door

Revised per William Rowles on July 9, 2011:

Dutch Door:

- Dimensions remain the same: 67 1/2" x 69 1/2"
- Glass in upper panels
- False Astragal on bottom section
- Two operable "windows" on upper section

Change in quantity: 1/1,000.00

IMMEDIATELY DUE AND PAYABLE

\$1,000.00

CONTRACTORS INVOICE

#101

K&S J&K KENT LLC
 PO BOX 301739
 ST JAMES, VA 22086
 (540) 694-9904

WORK PERFORMED AT

LITTLE ST. JAMES (LSJ, LLC)

LSJ, LLC

DATE NOV. 11, 2011

QUOTATION ORDER NO. VERBAL PER TOM MELNICK

QUOTATION NO.

INSTALL RELAX ROOM CHAIR DOOR USING SSS Hinges

2 people = 8 hrs each

1 at \$ 45/hr =

\$ 3600

1 at \$ 25/hr =

\$ 200

560

DUE IMMEDIATELY

PLEASE MAKE CHECK PAYABLE
 TO KENT SCOTT

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

FIVE HUNDRED SIXTY DOLLARS

Dollars (\$ 560.00).

This is a ☐ Partial ☒ Full invoice due and payable by: IMMEDIATELY

Month

Day

Year

in accordance with our

☒ Agreement

☐ Proposal

No.

Dated

Month

Day

Year

CONTRACTORS INVOICE

#102

K&S CARIBBEAN
P.O. BOX 301739
ST. THOMAS, VI 00830

WORK PERFORMED AT:

LITTLE ST. JAMES ISLAND

TO: LSS, LLC

DATE
Nov. 7, 2011

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

RELAX ROOM

REHANG BATHROOM DOOR SWING CHANGE

KEPT PERFORMED WORK

1/2 hr. @ \$45 -

\$ 180.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

ONE HUNDRED EIGHTY DOLLARS

Dollars (\$ 180.00)

This is a ☐ Partial ☒ Full invoice due and payable by: IMMEDIATELY

in accordance with our

☐ Agreement

☐ Proposal

No.

Dated

Month

Day

Year

CONTRACTORS INVOICE

#103

K+S CARIBBEAN
P.O. BOX 301739
ST. THOMAS, VI 00630

WORK PERFORMED AT:

LITTLE ST. JAMES ISLAND

TO: LSTJ, LLC

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

RESEARCH EXTRA WORK MATERIALS

WORK PERFORMED BY SHEILA KARCHER @ \$25/lin.

- RESEARCH PEMKO/OTNEK THRESHOLD SHOE WEATHERSTRIPPING
AND MIRROPEID GLASS WEATHERSTRIPPING

SUBMITTED RESULTS WITH PRODUCT #, COMPANY/VENDOR
NAME, CONTACT NAME, PHONE NUMBERS TO
AARON MCGINNIS FOR PURCHASE

1.5 hrs. @ \$28-

\$ 37.50

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of 37.50

THIRTY SEVEN — FIFTY/100 Dollars (\$ 37.50).

This is a ☐ Partial ☐ Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ Month _____ Day _____ Year

CONTRACTORS INVOICE

104

K&S CARIBBEAN
P.O. BOX 301739
ST. THOMAS, VI 00830

WORK PERFORMED AT:

LITTLE ST. JAMES ISLAND

TO: LSJ, LLC

DATE
OCTOBER 3, 2011

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

CONTAINER REMOVAL ABORTED -
DOORS/SHUTTERS STORAGE BY LSJ FOR ADDITIONAL TIME.

1 mo. ADDITIONAL RENTAL - \$150.00
ABORTED REMOVAL - 400.00

(BARGE ARRIVED LATE, CONTAINER NOT EMPTY,
STORAGE SPACE FOR DOORS/SHUTTERS TILL PAINT SHOP
AREA RE-ESTABLISHED)

SEE EMAIL DATED OCT. 3, 2011

\$350.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

- FIVE HUNDRED FIFTY DOLLARS Dollars (\$ 550.00).

This is a ☐ Partial ☒ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____

CONTRACTORS INVOICE

#107

WORK PERFORMED AT:

TO: LSI, LLC

LITTLE ST. JAMES ISLAND

DATE: YOUR WORK ORDER NO. BREEZEWAY DOOR CO OUR BID NO.

DESCRIPTION OF WORK PERFORMED

T&M TERMS

- 3 MEETINGS TO REVIEW / REVISE DESIGN
- DETERMINE LUMBER ORDER
- PLACE ORDER, CONFIRM SUFFICIENCY AND TALL Y OF HARDWOOD
- FOLLOW-UP ADMIN

1 DAY @ \$45/hr. = 360.00
 10% MARK-UP OF HARDWOOD 126.64
\$ 486.64

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ Month _____ Day _____ Year

K & S Caribbean LLC
 6511 Susannaberg
 St. John, VI 00830

Bill To:		
LSJ, LLC		
6100 Red Hook Quarter		
Suite B-3		
St. Thomas, VI 00830		

INVOICE

Date:	Invoice #
12/9/2011	204

Terms	Project
Due Upon Receipt	Main House

Description	Est Amt	Prior Amt	Prior %	Curr%	Total %	Amount
<u>Labor</u>						
Millwork-Rough	\$ 3,525.00	\$ 3,454.47	98%	2%	100%	\$ 70.53
Shape & Glue					100%	
Finish - 2 coats primer	\$ 1,762.50	\$ 1,727.25	98%	2%	100%	\$ 35.25
Pre-Hang in Shop	\$ 2,643.75		100%	%	100%	
Deliver to LSJ	\$ 100.00			100%	100%	
Installation	\$ 3,100.02	\$ 3,006.95	97%	3%	100%	\$ 93.07

Total	\$ 198.85
Payments/Credits	\$ -
Balance Due	\$ 198.85



**WRITTEN NOTICE OF INABILITY TO
COMPLETE WORK DUE TO NON-PAYMENT OF
WORK PERFORMED
AND
DISAGREEMENT WITH MONIES WITHHELD
FOR WORK PERFORMED BY OTHERS AT
OWNERS DISCRETION**

DATE: December 9, 2011

Notice is hereby given that non-payment of approved invoices more than 30 days in arrears has caused undue financial hardship on K & S Caribbean LLC and has caused an inability to operate under the terms of our contract.

Invoice #203, a monthly pay requisition for work performed on the Relax Room was submitted on October 30, 2011.

After review and approval by Tom Melnick at a meeting in his office, K & S continued to work on site, in good faith.

A second meeting was held at LSJ Island wherein Tom Melnick, Brice Gordon and Monique Harry were in attendance. At that meeting, Melnick and Gordon instructed Ms. Harry to submit invoice for work completed to satisfaction.

After another week of work completed, K & S was informed that money was being withheld until work was done on the MAIN HOUSE, a completely separate contract.

On December 8, 2011, thirty nine days after submission of the invoice, a subsequent meeting took place between Monique Harry and Sheila Karcher to discuss all invoicing and payments.

Payment of #203 was unreasonably with-held with no written notice of insufficiency required under the contract, to warrant others performance of our work, and any funds withheld by LSJ, LLC for its decision to have others complete our work.

**Design • Manufacture • Installation
Fine Furniture Grade Cabinetry and Architectural Millwork Throughout the Caribbean**

USJ CONSTRUCTION
Subcontractor Payout

Project: Existing Compound Renovation #1009
Trade: Doors / Windows

October 31, 2011

Subcontractor K&S Caribbean LLC

Requisition #08

Invoice #	Requisition #08
Phase #	08-210

Insurance expiration: Waiver

Partial	Final
X	

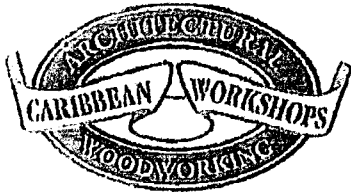
Original Contract Sum:	\$7,888.00
Change Orders Submitted & Approved:	\$10,993.90
New Change Orders:	\$0.00
Total Work Contracted to Date:	\$18,881.90
Total Work Completed to Date:	99% \$18,649.14
Less Retainage:	\$0.00
Total Payments Made to Date:	\$13,084.96
Total Current Payment Due:	\$5,564.18
Balance to Finish including Retainage:	\$232.76
Sales Tax Liability:	
a. Subcontractor/Supplier is liable, explain	install only / tax included in contract
b. Non-resident Subcontractor/Supplier Bond Applicable:	
c. Use Tax to be paid by our company:	
d. Shipping	None
Total Outlays for this contract incl. Sales or Use Tax:	\$18,649.14

JEE approval attached	
YES	NO
	X
Submitted Tom	
Signed:	<i>[Signature]</i>
Date:	12/15/11
Approved by:	
Signed:	
Date:	

Invoice Attached	
YES	NO
X	
Approved by: Brice	
Signed:	<i>[Signature]</i>
Date:	12/19/11
Approved by:	
Signed:	
Date:	

* 12/15/11 Date of completion of work
APPROX \$500.00

EXHIBIT "D"



K & S CARIBBEAN LLC
6511 Susannaberg
St. John, VI 00830
(340) 642-4964
stjkent@gmail.com

INVOICE
RELAX ROOM
BATHROOM SHUTTERS

PROJECT: LSJ, LLC – RELAX ROOM BATHROOM SHUTTERS
DATE: December 9, 2011

Invoice for the completion of manufacture and installation.

Two (2) pair of custom shutter doors similar to Cottage #4 Bathroom Shutters to accommodate existing windows. Flush Inset design to be confirmed.

- Dimension: 31" X 44" to fit existing opening
- 1 1/2" African Mahogany
- Primed, 2 coats white
- Overlap at center
- Raised panel detail same as doors
- Bulb weather strip all the way around

Completion of Manufacture (2) Two Pair Bathroom Window Shutters	\$1,600.00
Install*	600.00
	\$2,200.00

Immediately Due and Payable

\$2,200.00

Design • Manufacture • Installation
Fine Furniture Grade Cabinetry and Architectural Millwork Throughout the Caribbean

K & S Caribbean LLC
 6511 Susannaberg
 St. John, VI 00830

Bill To:		
LSJ, LLC		
6100 Red Hook Quarter		
Suite B-3		
St. Thomas, VI 00830		

INVOICE

Date:	Invoice #
12/7/2011	203

Terms	Project
Due Upon Receipt	Relax Room

Description	Est Amt	Prior Amt	Prior %	Curr%	Total %	Amount
<u>Labor</u>						
Millwork-Rough	\$ 881.25	\$ 793.13	90%	10%	100%	\$ 88.13
Shape & Glue	\$ 881.25	\$ 660.94	75%	25%	100%	\$ 220.31
Finish - 2 coats primer	\$ 396.56	\$ 297.42	75%	25%	100%	\$ 99.14
Pre-Hang in Shop	\$ 1,057.50	\$ 528.75	50%	50%	100%	\$ 528.75
Deliver to LSJ	\$ 100.00			100%	100%	\$ 100.00
Installation	\$ 1,348.00			100%	100%	\$ 1,348.00

Total	\$ 2,384.33
Payments/Credits	\$ -
Balance Due	\$ 2,384.33

LSJ CONSTRUCTION

Project Existing Compound Renovation #1009
 Subcontractor - full legal name: K&S Caribbean LLC
 Phase # 08-210
 Trade: Doors / Windows
 Invoice #: Requisition #08
 Insurance expiration: Waiver

Date Revised: October 31, 2011

Invoice/Req#	Date	C/O	Amount	Retainage	Payment		Date Paid	Check#	Balance
					Partial X	Final			
Contract Amount	05/25/11	Doors/Windows/Shutters	7,888.00						
CO#1	05/31/11	Mat'l. Purchase	(1,752.93)						
CO#2	07/09/11	Add'l. Doors Little Bath	5,100.00						
CO#3	09/20/11	Rework two jambs	533.33						
CO#4	10/25/11	Shutters / Breezeway doors	9,733.65						
CO#5	11/09/11	Bath win/shower door/backcharge	979.85						
	12/09/11	Breezeway Door removal 50% manu	(3,600.00)						
Requisition #1	05/25/11	Materials	1,471.07	0.00	1,471.07	1,471.07			0.00
Requisition #2	08/29/11	Progress	1,101.57	0.00	1,101.57	1,101.57			0.00
Requisition #3	07/14/11	Deposit CO#2	1,800.00	0.00	1,800.00	1,800.00			0.00
Requisition #4	08/02/11	Progress	550.78	0.00	550.78	550.78			0.00
Requisition #5	09/06/11	Progress	627.89	0.00	627.89	627.89			0.00
Requisition #6	09/21/11	Progress	3,600.00	0.00	3,600.00	3,600.00			0.00
Requisition #7	10/24/11	Deposit CO#4	3,933.65	0.00	3,933.65	3,933.65			0.00
Requisition #8	12/07/11	Progress/CO3/bal shutters	5,564.18	500.00	5,064.18				
Requisition #9									
Total			18,649.14	0.00	18,149.14	13,084.96			5,064.18

Contract Amount - Phase

Contract	Doors/Windows/Shutters	7,888.00	
CO#1	Mat'l. Purchase	(1,752.93)	Description
CO#2	Add'l. Doors Little Bath	5,100.00	Description
CO#3	Rework two jambs	533.33	Description Balance of 232.76 (not Billed)
CO#4	Shutters / Breezeway doors	9,733.65	Description
CO#5	Window/shower door/backcharge/breeze adv	979.85	Description
	Breezeway Door Removal CO2 50% manu	(3,600.00)	Description

Contracted To Date
 Balance of Contract w/Retainage

18,881.90
232.76

LSJ, LLC

PROJECT NO.
1009 Main House Reno.**CONTRACT CHANGE ORDER**

To (Contractor) K&S Caribbean LLC

Name and Location of Project: LSJ - Main House Renovations

THE CONTRACT IS CHANGED AS FOLLOWS:

CODE	AMOUNT
CC	
DATE	
CO No 03	Date 11-9-11

PR and/or CCD # (if applicable)	Description of Change	Change in Contract Amount
08-210	Two (2) pairs of bathroom windows	\$3,800.00
	Install of relax room shower door using soss hinges	\$560.00
	LSJ Labor Back-Charge (performing K&S Contract work)	(\$1,046.50)
	50% Manufacturing deposit on Breezeway door (K&S Inv dated 10-24-11/LSJ CO #2	(\$2,333.65)
	Original Contract Amount	\$7,888.00
	Net Change by Previous Change Order(s)	\$13,614.05
	Total Contract Amount Prior to this Change Order	\$21,502.05
	Net Increase in Contract Amount this Change Order	\$979.85
	Revised Contract Amount	\$22,481.90

The time provided for completion of these changes in the contract is increased. The revised date of Substantial Completion, therefore, is December 6 2011. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

This Change Order constitutes a complete and final resolution of all claims of the contractor for additional time or additional compensation related to or affected by work that is the subject of this Change Order.

No Contract will be binding upon LSJ, LLC until signed by the authorized representative of LSJ Contractors, LLC Construction Managers - Owners Representative.

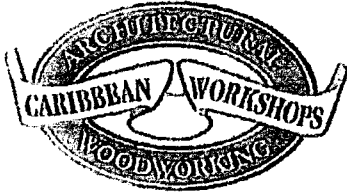
CONSTRUCTION MANAGERS

Thomas Melnick	Date:	Brice Gordon	Date
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ACCEPTED BY CONTRACTOR

Date

JUSTIFICATION FOR CHANGE:



K & S CARIBBEAN LLC
6511 Susannaberg
St. John, VI 00830
(340) 642-4964
stjkent@gmail.com

PROPOSAL FOR RELAX ROOM BATHROOM WINDOWS/INSTALL

PROJECT:
ROOM

LSJ, LLC - RELAX

DATE: November 4, 2011

Any requested work not specifically set out in the original scope of work will be considered **CHANGE ORDER** or **ADDITIONAL WORK**.

The following addition to the original scope is hereby more completely described as:

TWO PAIR BATHROOM WINDOWS as per site discussion with Tom Melnick on November 4, 2011 with glass /mirrored glass.

- | | |
|------------------|------------|
| 1) Manufacture: | \$3,200.00 |
| 2) Installation: | \$ 600.00 |

Payment Schedule:

Manufacture:

- | | |
|--|------------|
| 1. 50% manufacturing deposit upon acceptance | \$1,600.00 |
| 2. 50% upon completion and delivery | \$1,600.00 |

Install:

Billed upon completion of Install	\$ 600.00
-----------------------------------	-----------

TOTAL AMOUNT OF PROPOSAL:

\$3,800.00

Date:

Accepted by:

Tom Melnick/Brice Gordon

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Fine Furniture Grade Cabinetry and Architectural Millwork Throughout the Caribbean

LSJ INVOICE

TOM MELNICK
6501 Red Hook Plaza
St. Thomas, USVI 00802
340 244-8564
t1melnick@gmail.com

INVOICE

DATE: 12/7/2011
INVOICE # 1002
Customer ID H-7
[Help](#)

TITLE TO
KENT SCOTT

DESCRIPTION				AMOUNT
11-17-11	JOHN	DOOR HARDWARE COTTAGE 4	8 HRS	260.00
11-19-11	EDDISON	INSTALL WEATHER STRIP 4	8 HRS	260.00
11-21-11	JOHN	COMPLETE DUTCH DOOR	8 HRS	260.00
11-21-11	POKEY	INSTALL WEATHER STRIP RRR	2 HRS	65.00
11-22-11	BILL	DUTCH DOOR HARDWARE	2 HRS	104.00
12-5-11	KERRY	PRIMER SHUTTERS RRR	3 HRS	97.50

OTHER COMMENTS

SUBTOTAL \$1,046.50

RECEIVED
TOTAL \$1,046.50

Albert Adams

Thank You For Your Business!

CONTRACTORS INVOICE

KAS CARIBBEAN LLC
P.O. Box 301739
ST. THOMAS VI 00803
(340) 642-4964

WORK PERFORMED AT:

TO: LST, LLC

LITTLE ST. JAMES (LST, LLC)

DATE: NOV. 11, 2011 YOUR WORK ORDER NO. VERBAL PER. TOM MELNICK OUR BID NO. _____

INSTALL RELAX ROOM SHOWER DOOR USING SOSS HINGES.

2 people - 8 hr. work.
1 at \$45/hr = \$360
1 at \$25/hr = \$200
\$560

DUE IMMEDIATELY

PLEASE MAKE CHECK PAYABLE
TO KENT SCOTT

OK'd DM 12/19/11
BMC 12/19/11

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____

FIVE HUNDRED SIXTY DOLLARS Dollars (\$ 560.00).

This is a ☐ Partial ☒ Full Invoice due and payable by: IMMEDIATELY

In accordance with our ☒ Agreement ☐ Proposal No. _____ Dated _____ Month _____ Day _____ Year _____



K & S CARIBBEAN LLC
6511 Susannaberg
St. John, VI 00830
(340) 642-4964
kent@caribbeanworkshops.com

REQUEST FOR INFORMATION #7

PROJECT: LSJ, LLC

DATE: September 7, 2011

TO: Bill Rowles

RE: Main House Pool Room Area Door Project

Requesting clarification of Bathroom Door Width and Design.

The Original Main House Pool Room Area Contract, Door #7 (exterior) calls for a 25 1/2" wide door.

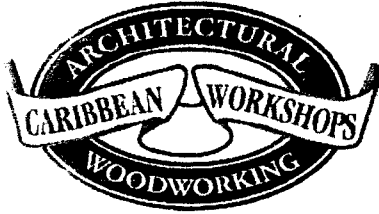
During installation it was noted that the current opening is 37 1/2" wide.

Please advise us of the final specifications for Door #7.

Response:

Owner's Representative

Date: _____



K & S CARIBBEAN LLC
6511 Susannaberg
St. John, VI 00830
(340) 642-4964
kent@caribbeanworkshops.com

REQUEST FOR INFORMATION #7

PROJECT: LSJ, LLC
DATE: September 15, 2011
TO: Bill Rowles
RE: Relax Room Pool Door Project

Requesting change in size of Bathroom Door Jamb Width and Design.

The Original Relax Room Contract, calls for a 8 ¾" wide door jamb.

During installation it was requested that the current jamb width of two jambs in bathroom and be changed to 6/12" to accommodate "as built" opening.

Please confirm.

A Change Order for the remanufacture of these jambs listed above will be submitted in writing within the next two business days.

Response:

Owner's Representative

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Of Fine Furniture Grade Cabinetry and Architectural Millwork